



## Walker River Paiute Tribe

1022 Hospital Road • P.O. Box 220 • Schurz, Nevada 89427

Telephone: (775) 773-2306

Fax: (775) 773-2585

Veronica Swann, Program Project Officer  
U.S. EPA Region 9  
75 Hawthorne Street  
San Francisco, Ca. 94105

Regards: Walker River Paiute Tribe Work Plan – GA00T95601 \$ 46,962

The Walker River Paiute Tribe is developing multiple projects for its General Assistance Program (GAP) under unusually short timelines. The timelines are required to preserve funding with the program, meet program goals, and this does not allow a typical procurement process and in this case, the tasks and requirements are unique and omit all but one provider. The Tribal GAP Manager has developed a list of requirements for the contractor:

1. Local experience with Tribes
2. Able to provide services without excessive travel costs (local provider)
3. Experience with Tribal GAP, Superfund, CWA 106 and Air Quality Programs
4. Minimum two million in liability insurance
5. Provided QUAPP and other QA/QC documents to local Tribes
6. Rate Card (costs) consistent with other providers
7. Work is known to the Tribal Environmental Program
8. Professional certifications (Professional Engineering, PE, Environmental, Certified Environmental Manager, CEM expected for work in Nevada

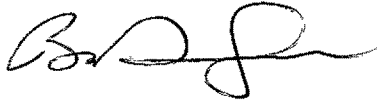
Walker River Paiute Tribe has selected McGinnis & Associates as the only provider that can meet the requirements and proposed schedule. By using information provided by the company, contacting local tribes, and consulting state databases their ability to meet the requirements has been confirmed. Using the U.S. GSA database, a comparison of rate cards for similar providers working in the area has found that rates and charges by McGinnis and Associates match or are below those expected of other similar consulting companies.

It is recommended to immediately contract with McGinnis and Associate to begin work on the proposed projects. We realize time is of the essence to meet EPA deliverable deadlines.

We have also provided rated cards from three other companies in the environmental service sector.

We thank you for your continued support of our GAP Grant activities. Please feel free to contact Cynthia Ocegura, Environmental GAP Manager or myself at 775-773-2306.

Best Regards,

A handwritten signature in black ink, appearing to read 'B. Sanchez', with a stylized flourish at the end.

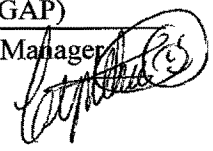
Bobby Sanchez, Chairman  
Walker River Paiute Tribe

Cc: WRPT Council Members  
Cynthia Ocegura, WRPT GAP Manager  
McGinnis and Associates

**Walker River Paiute Tribe  
Budget Worksheet**

**Program Year**      2016  
**Fund:**                5039

**Project:**                GAP-Environmental  
**Fund Name:**        General Assistance (GAP)  
                                 Cynthia Ocegueda GAP Manager



	Acct Code					
<b>Salaries:</b>	6000					
Salaries & Wages		\$ 22.00	x		260	\$ 5,720.00
				<b>Total Salary:</b>		
<b>Fringe Benefits:</b>						
FICA Tax	6010	\$ 5,720.00	x	6.20%		\$ 355.00
Medicare Tax	6020	\$ 5,720.00	x	1.45%		\$ 83.00
Unemployment Tax	6040	\$ 5,720.00	x	3.00%		\$ 172.00
Workers Compensation	6050	\$ 5,720.00	x	0.30%		\$ 17.00
Medical Health Insurance	6060	\$ 5,720.00	x	21.84%		\$ 1,249.00
Retirement	6100	\$ 5,720.00	x	3.00%		\$ 172.00
Annual Leave	6500	\$ 5,720.00	x	5.00%		\$ 286.00
				<b>Total Fringe:</b>		\$ 2,334.00
<b>Expenses:</b>						
Supplies						
Training & Education	7850					\$ 1,200.00
Travel	7860					\$ 2,500.00
Construction Materials	7155					
Telephone / Internet	7840					\$ 439.00
Vehicle Maintenance						\$ -
Postage & Shipping	7620					\$ 100.00
				<b>Total Expenses:</b>		\$ 4,239.00
<b>Total Direct Costs</b>						\$ 12,293.00
<b>Indirect Costs (25.86)</b>	8000					\$ 3,169.00
<b>Contractual:</b>						
Solid waste	Task 1					\$ 5,000.00
Ambient air quality	Task 2					\$ 13,500.00
Brownfields	Task 3					\$ 8,000.00
Baseline data	Task 4					\$ 5,000.00
				<b>Total Contractual:</b>		\$ 31,500.00
<b>Total</b>						\$ 46,962.00

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN  
WALKER RIVER PAIUTE TRIBE  
AND  
MCGINNIS AND ASSOCIATES**

Chairman, Bobby Sanchez  
Walker River Paiute Tribe  
1022 Hospital Road, PO Box 220    **AND**  
Schurz, Nevada 89427  
(775) 773-2306

Dr. Dietrick McGinnis  
McGinnis and Associates  
65 Regency Way Suite C  
Reno, NV 89509  
(775) 853-0449  
EIN 87-0502952

\*\*\*\*\*

**FOR THE WALKER RIVER PAIUTE TRIBE**

**Department:** Environmental-EPA (Environmental Protection Agency)

**Contact:** Cynthia Ocegüera, Environmental GAP (General Assistance Program) Manager

**Phone Number:**     (775) 773-2306

**FOR MCGINNIS AND ASSOCIATES, LLC**

**Contact Person:**     Dr. Dietrick McGinnis

**Phone Number:**     (775) 853-0449

\*\*\*\*\*

**Brief Description of Contract:**

Technical support for addressing specific issues in the 2016 GAP program including:

- Air Quality Program Planning
- Solid Waste Management
- Brownfields
- Homestretch Geothermal Facility (Wabuska facility)

And program development support. Details of work plan attached.

**Independent Contractor Agreement between McGinnis and Associates LLC, and the  
Walker River Paiute Tribe**

**CONTRACT FOR SERVICES**

This Agreement, made this \_\_\_\_ day of September, 2016 between McGinnis and Associates, hereinafter called Contractor, and Walker River Paiute Tribe, hereinafter called the Tribe;

1. **Effective Date and Term.** This Agreement shall become effective as of the date of execution by Tribe, and shall continue until 31 December, 2016, unless terminated in accordance with the provisions in Articles 21, 22, or 23 of this agreement. Time is of the essence.
2. **Project Covered.** The Tribe hereby engages Contractor to provide the following services, hereinafter called the Project consistent with the Project Overview:

Technical support for addressing specific issues in the 2016 GAP program including:

- Air Quality Program Planning
- Solid Waste Management
- Brownfields
- Homestretch Geothermal Facility (Wabuska facility)

And program development support. Details of work plan attached.

3. **Compensation.**  
Total project cost not to exceed \$31,500 Contractor will provide a description of specific activity in itemized monthly invoices based on Contractor's rate sheet attached hereto. This contract is funded through a federal grant between the Walker River Paiute Tribe and the United States Government. Contractor agrees to comply with all federal laws, regulations and Executive Orders made applicable by such grant.
4. **Expenses.** Contractor shall be responsible for all costs and expenses incidental to the performance of services to the Tribe, including but not limited to; all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. Tribe shall not be responsible for expenses incurred by Contractor in performing services for Tribe.
5. **Independent Contractor.** It is the express intent of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of the Tribe. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Tribe and Contractor or any employee or agent of Contractor. All work product developed by Contractor shall be deemed owned and assigned to Tribe. This Agreement is not authority for Contractor to act for Tribe as its agent or make commitments for Tribe. Contractor retains the discretion in performing the tasks

assigned within the scope of work specified. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement so long as the performance of these services does not interfere with the completion of the Project.

- 6. Taxpayer Identification Number.** Prior to commencing the Project, Contractor must provide Tribe with a valid Employer Identification Number (EIN) from the IRS or in the absence of an EIN, a social security number. If Contractor does not have a valid EIN, Contractor must complete and submit a duly executed Form W-9 to the IRS and obtain an EIN before payment can be made.
- 7. Tax Reporting and Filing.** Contractor acknowledges and agrees that it shall be responsible for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to any and all compensation earned by Contractor under this Agreement. Tribe will not withhold any employment taxes from compensation it pays Contractor. Rather, Tribe will report the amount it pays Contractor on IRS Forms 1099, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law. Contractor is not the Tribe's employee, and Contractor is responsible for paying all required state, local and federal taxes.
- 8. No Benefits.** None of the benefits, if any, which are provided by the Tribe to its employees, shall be available to Contractor (or his employees, if any, which for purposes of this paragraph shall be included in the term "Contractor"). Contractor's exclusion from benefit programs maintained by Tribe is a material term of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non-employee with respect to Tribe. To the extent that Contractor may become eligible for any benefit programs maintained by Tribe (regardless of the timing of or reason for eligibility); Contractor hereby waives the right to participate in these programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's status under the common law test. Contractor agrees that, consistent with an independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.
- 9. Method of Performing Services.** Contractor will determine the method, details and means of performing the above-described services in compliance with the terms of this contract. The Contractor shall provide all services in accordance with applicable, local, tribal, state, federal laws, and the terms and conditions of this Agreement.
- 10. No Training or Instructions.** Tribe enters into this Agreement based on Contractor's demonstrated ability to perform the type of services that it believes, and that Contractor has represented, are needed to accomplish the Project. Consequently, the Tribe does not contemplate providing Contractor with any training or instructions with respect to the Project.

**11. Employment of Assistants.** Contractor may, at Contractor's own expense, employ such assistants, as Contractor deems necessary to perform the services required of Contractor by this Agreement. The Tribe may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of unemployment insurance, Social Security, disability insurance and other applicable withholdings. Contractor agrees to provide proof of workers' compensation insurance for assistants he/she engages. Contractor is responsible for acts or omissions of employees, sub-contractors and other persons performing portions of work under the contract for the Contractor. Contractor agrees to hold Tribe harmless against any and all liabilities attributable to the obligations imposed on Contractor under this Paragraph. The Contractor shall employ no employee of the Walker River Paiute Tribe.

**12. Liability Insurance.** The contractor, within 60 days of signing the contract, shall provide at his/her own cost the following: {Attached}.

- (a) Workers Compensation –Contractor shall provide the Tribe a Certificate of Insurance as proof of coverage if requested.
- (b) Professional Liability Insurance – Contractor shall obtain professional liability insurance, with a minimum limit of \$1,000,000.00 per claim, in the aggregate, covering the negligent acts, errors, or omissions of Contractor in connection with the performance of Contractor's services. Such insurance policy shall be maintained with an insurance company authorized to do business in the state of California and acceptable to the Walker River Paiute Tribe, and their Insurance Department. Contractor shall provide a certificate of insurance as proof to the Tribe that coverage is in force if requested.
- (c) Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policy, notice thereof shall be given to the Tribe. All such notices shall name the Contractor and identify the contract number if requested.
- (d) Contractor shall maintain sufficient insurance policies against potential liability arising out of the Contractor's activities in performance of the Project, and all coverage needs to be in force for complete term of the contract.
- (e) The Contractor may be requested to provide a Certificate of Insurance naming the Tribe as the additional insured as respects the contract and/or project. Each certificate or policy shall require that, thirty days prior to cancellation or material change in the policy, notice thereof shall be given to the Risk Manager of the Tribe. All such notices shall name the Contractor and identify the contract number.

**13. Contractor's Business Activities**

- (a) Contractor is an independent contractor and may engage in other business activities at the same time service is provided to Tribe

- (b) Contractor shall devote such time, attention, and energy to the business and affairs of Tribe as requested by Tribe, and in any event no less that the amount of time required to do a satisfactory completion of the required Project

**14. Confidential Information.** The Contractor shall not disclose any design data, trade secrets, drawings, specifications, reports or other information that are identified as confidential. The Contractor shall not disclose, publish, or authorize others to publish design data, trade secrets, drawings, specifications, reports or other information pertaining to the work assigned to Contractor by Tribe. Contractor agrees to refrain from disclosing, during the term of this agreement, or at any time thereafter, any confidential information to any third person or persons, or business organizations without the prior written consent of the Tribe.

**15. Representations and Warranties.** Contractor represents and warrants

- (a) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor's undertaking this relationship with Tribe
- (b) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party,
- (c) That Contractor has not entered into or will not enter into any agreement (whether oral or written) in conflict with this Agreement.

**16. Labor, Tools, and Equipment.** Contractor shall furnish all labor, equipment, supervision, transportation, supplies, and incidentals required to perform services under this Agreement. Contractor is not required to purchase or rent any tools, equipment, or services from the Tribe.

**17. Assignment.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**18. Cooperation of Tribe.** Tribe agrees to comply with all reasonable requests of Contractor (and provide access to all documents) reasonably necessary to the performance of Contractor's duties under this Agreement.

**19. Termination.** Either party may terminate this Agreement upon twenty (20) days written notice via certified mail to the address of the other party contained in this Agreement.

**20. Termination by Default or Material Breach.** In the case of default or material breach of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice, only after providing the breaching Party with notice of the breach and the breaching Party fails to cure the breach within ten (10) days after receipt of the notice of breach. For the purposes of this section, a material breach of this Agreement shall include, but not be limited to the following: failure to provide services as specified, failure to complete project within the time specified in Section 1.



**21. Termination for Failure to Make Agreed-Upon Payments.** Should Tribe fail to pay Contractor all or any part of the compensation set forth in Article 3 of this Agreement as specified, Contractor may terminate this Agreement if such failure is not remedied by Tribe within thirty (30) days of receipt of written notice from Contractor of the breach.

**22. Notices.** Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective address as set forth in this section:

If to Contractor:        McGinnis and Associates  
                                  Attn: Dietrick McGinnis  
                                  65 Regency Way Suite C  
                                  Reno, NV 89509  
                                  Phone: (775) 853-0449

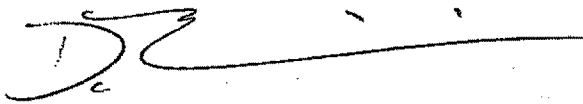
If to Tribe:                Bobby Sanchez, Chairman  
                                  Cynthia Ocegüera, Environmental GAP Manager  
                                  Walker River Paiute Tribe  
                                  1022 Hospital Road/PO Box 220  
                                  Schurz, NV 89427  
                                  Phone: (775) 773-2306

**23. Indemnification Agreement.** The Contractor agrees to protect, defend, indemnify and hold harmless the Walker River Paiute Tribe, Tribal Council, and its officers, employees and agents free from and against any and all losses, penalties, damages settlements, costs, charges, professional fees or other expenses or liability of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceeding or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent.

**24. Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Tribe and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

- 25. Sovereign Immunity Not Waived.** Nothing in this Agreement shall be deemed or construed to be a waiver of the sovereign immunity of the Walker River Paiute Tribe, its officials, its entities, or employees acting within their official or individual capacities.
- 26. Termination for Convenience of the Tribe.** The Chairman of the Tribe, by written notice, may terminate this Agreement subject to Section 21, in whole, or in part, when it is in the Tribe's best interest. If this Agreement is terminated, the Tribe shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- 27. Waivers.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and condition, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 28. Modification of Agreement.** Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party. The Tribe reserves the right for Tribal Council review of any modification.
- 29. Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- 30. Independent Counsel.** Contractor acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement. Contractor has read and understands this Agreement and is fully aware of its legal effect and that Contractor has entered into it freely and voluntarily and based on Contractor's own judgment, and not on any representations or promises other than those contained in this Agreement.

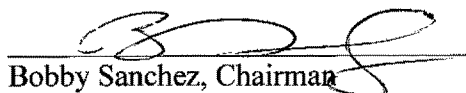
The Parties have duly executed this Agreement as of the date first written above.



\_\_\_\_\_  
Dietrick McGinnis, President  
McGinnis and Associates

September 6, 2016

\_\_\_\_\_  
Date



\_\_\_\_\_  
Bobby Sanchez, Chairman  
Walker River Paiute Tribe

9.09.16  
\_\_\_\_\_  
Date

Attachment 1. Consultants Workplan (schedule to be developed when project start determined)

**Task #1 Address solid waste issues on the Reservation**

*Description:* Solid waste management issues persist on the Reservation. The rural location and land base size create unique challenges that require continued planning and implementation measures.

*Long term outcome:* Create acceptable, controlled, solid waste disposal option for the Tribe including active recycling. Address historic dump site and illegal dumping on the Reservation.

*Intermediate outcomes:* Integrated Solid Waste Management Plan and a Landfill Plan.

*Measures:* Integrated Solid Waste Management Plan and initiate implementation with a Landfill Plan.

*Estimated Component Cost:* \$ 5,000

**Task #1.1**

*Description:* Integrated Solid Waste Management Plan

*Outputs and Deliverables:* Updated Integrated Solid Waste Management Plan under Council Review (time limited project)

**Task #1.2**

*Description:* Landfill Plan

*Outputs and Deliverables:* Landfill Plan under Council Review (time limited project)

**Task #2 Improve Tribal Ambient Air Quality Program Capacities**

- *Description:* Air Monitoring Strategy and QAPPs
- *Long term outcome:* Develop an air quality monitoring program that addresses specific needs of the Tribe and is well integrated into regional and EPA Tribal programs
- *Intermediate outcomes:* Recommendations for regional partnerships, equipment upgrades and other regional data sources
- *Measures:* Air monitoring strategy, proposed agreements with regional programs for data and equipment
- *Estimated Component Cost:* \$13,500
- *Estimated Work Year (FTE):* 0.01

**Task #2.1**

*Description:* Plan Air Monitoring Strategy

*Outputs and Deliverables:* Update/Revise air monitoring strategy under Council Review (time limited project)

**Task #2.2**

*Description:* Develop QAPPs

***Outputs and Deliverables:*** QAPP/recommendations (will be limited to EPA review and unknown equipment upgrade recommendations and evaluations)

**Task #3 Initiate Brownfields Program**

***Description:*** Initiate Brownfields Program

***Long term outcome:*** Brownfield Program to address the large number of small environmentally compromised areas on the large, rural Reservation.

- ***Intermediate outcomes:*** First Brownfields program proposal, contacts with state and local Brownfield program managers.
- ***Measures:*** Work with the EPA contacts to determine appropriate programs and develop the first proposal ready for Council review.
- ***Estimated Component Cost:*** \$ 8000
- **Task #3.1**

***Description:*** Initiate Brownfields Program

***Outputs and Deliverables:*** First Brownfields program proposal, meeting sign-in sheets

**Task #3.1 Collect Baseline Data for the Homestretch Geothermal Facility**

- ***Description:*** The Homestretch Geothermal facility released 119 million gallons of spent geothermal water with a large portion released to the Walker River via the Wabuska Drain near and upstream from the Tribe.
- ***Long term outcome:*** The Tribe is an active and informed stakeholder regarding environmental issues and Homestretch Geothermal Facilities.
- ***Intermediate outcomes:*** Literature review of the facilities with recommendations for data management and monitoring.
- ***Measures:*** Work with the NDEP and DOD contacts to collect permit information, compliance and spill data and determine appropriate scope for future programs.
- ***Estimated Contractor Cost:*** \$5,000

***Outputs and Deliverables:*** Data and permit review, recommendations for monitoring and notification to NDEP of the need for consultation regarding the spill and future facility regulation.



MCGIN-7

OP ID: SM

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> A and H Insurance, Inc. PO Box 7340 Reno, NV 89510 Select Desk-Tracy Z	<b>CONTACT NAME:</b> Tracy Donahoe	
	<b>PHONE (A/C, No, Ext):</b> 775-829-2600	<b>FAX (A/C, No):</b> 775-829-2607
<b>INSURED</b> McGinnis & Assoc Megan Horan 65 Regency Way Ste C Reno, NV 89509	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Rockhill Insurance Company	
	<b>INSURER B:</b> Security National Ins. Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ENVP01707000	06/15/2016	06/15/2017	EACH OCCURRENCE \$ 2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ENVP01707000	06/15/2016	06/15/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
A	<input checked="" type="checkbox"/> CPL						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						Pollution \$ 2,000,000
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1096178	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 10,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional			ENVP01707000	06/15/2016	06/15/2017	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage.

**CERTIFICATE HOLDER****CANCELLATION**

WALKERR

Walker River Paiute Tribe  
P O Box 220  
1022 Hospital Rd  
Schurz, NV 89427

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WESTERN NEVADA AGENCY

16 AUG 18 PM 3:21

## Walker River Paiute Tribe

BUREAU OF INDIAN AFFAIRS 1022 Hospital Road • P.O. Box 220 • Schurz, Nevada 89427  
CARSON CITY, NV 89401

Telephone: (775) 773-2306

Fax: (775) 773-2585

### RESOLUTION OF THE GOVERNING BODY OF THE WALKER RIVER PAIUTE TRIBE RESOLUTION NO. WR-68-2016

**BE IT RESOLVED BY THE TRIBAL COUNCIL OF THE WALKER RIVER PAIUTE TRIBE THAT:**

**WHEREAS,** the governing body of the Walker River Paiute Tribe of Nevada is organized under the provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984) as amended, to exercise certain rights of home rule and be responsible for the promotion of the economic and social welfare of its members, and

**WHEREAS,** the Walker River Paiute Tribe (Tribe) has an Environmental Protection Agency (EPA) General Assistance Program (GAP) grant to work with McGinnis and Associates to meet work plan goals, and

**WHEREAS,** McGinnis and Associates has coordinated and cooperatively worked with the Tribe on related issues with the Yerington Anaconda CERLA site and is well known and highly regarded among Tribes in Northwestern Nevada. McGinnis and Associates meets the eight requirements developed for the project by Tribal Staff including adequate insurance, professional credentials and specific experience and references, and

**WHEREAS,** the WRPT GAP Program has a need for technical assistance and has outlined an FY 2016, EPA/Tribally approved modified work plan and budget; and

**WHEREAS,** the Tribe has limited time to procure a consultant by regular procurement methods, it selects McGuinness and Associates by sole source due to their experience, expertise and availability to do the tasks outlined in the work plan under CRF 200.3204(f) (2) The public exigency and emergency for the requirement will not permit a delay in resulting from competitive solicitation, and

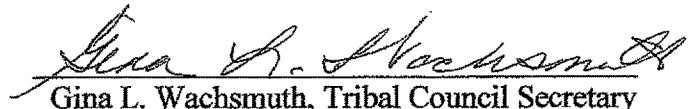
**NOW THEREFORE BE IT RESOLVED,** the Tribe will retain the services of McGuinness and Associates, and the cost for this activity be paid from the Tribe's FY 2016 GAP Program funds; and

WALKER RIVER PAIUTE TRIBE  
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**BE IT FINALLY RESOLVED** that the Walker River Paiute Tribal Council does authorize the Chairman, Vice Chairman, or designated representative to enter into, negotiate, and execute a General Service contract with a not to exceed limit of \$57,383.00, through September 30, 2016, and that the authorities of the resolution remain in effect until such time that this contract is closed, renegotiated, or amended.

**CERTIFICATION**

It is hereby certified that the foregoing resolution of the Walker River Paiute Tribal Council of the Walker River Paiute Tribe composed of seven members, of whom 5 constituting a quorum were present at a meeting held on the 11<sup>th</sup> day of August, 2016, and that the foregoing resolution was adopted by the affirmative vote of 4-FOR, 0-AGAINST, 0-ABSTENTIONS, pursuant to the authority contained in Article VI, Section I(e), of the Constitution and Bylaws of the Walker River Paiute Tribe of Nevada, approved on March 26, 1937.

  
Gina L. Wachsmuth, Tribal Council Secretary  
WALKER RIVER PAIUTE TRIBE